

Terms and Conditions

EARNED WAGE ACCESS

These Terms and Conditions (“**T&Cs**”) constitute a legal agreement between you (“**You**” / “**Your**” / “**Yourself**”), and Abhi LLC (“**Abhi**” / “**Us**” / “**Our**” / “**We**”) in Your capacity as an employee of Your recognized employer (“**Employer**”).

These T&Cs contain the terms and conditions that govern Your use of the Employer-integrated earned wage access service offered and provided by Abhi (the “**EWA Service**”) through Our mobile application and web application and the associated and connected domains and applications thereof (the “**Platform**”).

About the EWA Service

The EWA Service is a financing service provided by Abhi through the Platform. Through the EWA Service, instead of waiting for month-end to access their salaries, eligible employees can get instant access to their earned but unpaid salary (the “**Salary**”) at any given time through short-term early salary advances (“**Advance Amounts**”) provided by Abhi which are withdrawn using the Platform. This is an Employer endorsed and integrated program, which Your Employer has enrolled for Your use, subject to acceptance of these T&Cs.

For Your own benefit and to ensure post redemption/disbursement recoveries, access to Salary through the EWA Service may be provided up to such limits and on such conditions as are agreed between Abhi and Your Employer (“**Advance Limit**”). Furthermore, access to Advance Amounts can be granted at any time during the month-long salary cycle followed by employers for Salary payments (“**Salary Cycle**”), subject to any restrictions or limitations imposed by Your Employer. Abhi may also offer and enable additional services, functionalities and features associated with the Platform (“**Ancillary Services**”) on such additional terms and conditions as are published by Abhi on the Platform and agreed with Your Employer, which You may utilize from time to time upon acceptance of the relevant terms and conditions.

Use of the EWA Service is based on a three-step process, as follows:

- A. **Advance:** Advance Amounts are withdrawn through the Platform up to the Advance Limit.
- B. **Processing Fees:** Abhi charges processing fees for collecting Salaries (to the extent of the Advance Amounts) from Your Employer on Your behalf on the basis of fees published on the Platform (“**Processing Fees**”), which are agreed by You before availing the EWA Service. The Key Facts Statement (“**KFS**”) containing the applicable is available on <https://abhi.om/storage/2025/08/Key->

Fact-Statement_EN-AR-for-client-Updated.pdf and shall be shared with You through Our authorized channels from time to time.

- C. **Settlement:** The amount due from You to Abhi (including the Advance Amount and the Processing Fees) (collectively the “**Repayment Amount**”) is deducted at source by Your Employer and directly settled to Abhi on Your behalf.

1. ABOUT YOUR USE OF OUR SERVICES

- 1.1 Abhi grants You a non-exclusive, non-transferable, limited right to access and use the EWA Service and the Platform during the term agreed with Your Employer (the “**Term**”) solely for Your use in accordance with these T&Cs.
- 1.2 By accessing or using the EWA Service, You agree to establish a direct contractual relationship as a customer with Abhi and that that You have read, understood, and agree to be bound by these T&Cs, where applicable, effective as of the date of such action. The provisions of these T&Cs shall govern Your use of the EWA Service and accordingly, Your acceptance of these T&Cs and the continued use of the EWA Service shall constitute Your agreement to be bound by these T&Cs.
- 1.3 In the event You no longer wish to utilise the EWA Services or the Platform, You may formally file a request to remove Yourself from Abhi’s systems at any time through the Platform or through written notice either via email or any other appropriate service channels provided by Abhi in relation to the Platform and/or the EWA Service (“**Termination Request**”). You acknowledge that Abhi will delete all information pertaining to You in accordance with the applicable law only maintaining what is required by law in recognition of the highest standards of confidentiality and professionalism. You further acknowledge that any Termination Request submitted by You may take up to **thirty (30) days** for Abhi to process.
- 1.4 You acknowledge and accept that in the event any Termination Request submitted by You is accepted by Abhi, You will not be entitled to automatic re-integration into the Platform for the use of the EWA Services. Any secondary request by You for access to the Platform or EWA Services will be subject to re-submission, as necessary, of all Shared Information (*defined below*) by You to Abhi, provided that you meet the Eligible Criteria (*defined below*). Further to submission of such request by You, Your request will be reviewed and Your access to the Platform may be approved at the sole discretion

of Abhi. For the avoidance of doubt, Abhi reserves the right to reject or deny access to the Platform or EWA Services at any time, at its sole discretion and based on its own systems of approval.

- 1.5 You acknowledge and accept that Abhi may, in its sole discretion, appoint its affiliates and third parties as branchless banking agents, technology service providers and/or other service providers for the purposes of facilitating the provision of the EWA Service (“**Third Party Service Providers**”).
- 1.6 You hereby authorize Abhi to submit to Third Party Service Providers the relevant documents and information about You that are necessary for such Third Party Service Providers to facilitate and enable the provision of the EWA Service to You, including, without limitation:
 - a. Your name;
 - b. Your job title;
 - c. Your salary and payroll information;
 - d. Your bank account information; and
 - e. Any additional information necessary to ensure Your successful integration onto the Platform for the use of the EWA Service.(collectively, the “**Shared Information**”)
- 1.7 Such information shall be provided by You or Your Employer to Abhi and You acknowledge that You are responsible for the accuracy of all Shared Information.
- 1.8 You represent and warrant that You have all the rights in and to any Shared Information necessary to be provided to Abhi, and that Abhi's use, disclosure or processing of Shared Information will not violate any rights of privacy or other proprietary rights, or any applicable laws.
- 1.9 You agree that by consenting and authorizing Abhi to submit Your Shared Information to a Third Party Service Provider, You release any claim against Abhi and its directors, officers, and employees arising out of a Third Party Service Provider's use and processing of Your Shared Information.

2. **ONBOARDING CRITERIA**

- 2.1 You acknowledge that Your Employer is obligated to undertake the necessary action and integration to provide You with the EWA Service, inclusive of sharing the requisite Shared Information with Abhi. You further acknowledge that Your use of the EWA Service will be dependent on your

establishment of an account on the Platform and the provision of consent and sharing of the Shared Information.

2.2 You agree that Your access to the EWA Services will be dependent on Our acceptance that You meet Our Eligibility Criteria (*defined below*), which shall be assessed at Our sole discretion, and shall include but not be limited to the following:

- (i) You are over eighteen (18) years of age;
- (ii) You are a permanent salaried employee of Your Employer;
- (iii) You consent to having a unique user account on the Platform and for the provision of the Shared Information to Abhi, as provided by You and/ or Your Employer;
- (iv) You have a bank account established in Oman;
- (v) You have a legally valid and up to date issued Oman Civil ID card or residency permit in Oman
- (vi) You have an e-mail address registered with Your Employer;
- (vii) You have a valid and operational mobile phone number registered in Your name;
- (viii) You are in good standing with Abhi and other Financial Institutions in Oman including but not limited to in respect to Your obligations in relation with credit cards, personal loans, housing loans, vehicle finance loans, overdrafts, etc.; and
- (ix) You meet any other criteria as required by applicable laws or as determined by Abhi from time to time.

(collectively the “**Eligibility Criteria**”)

2.3 You acknowledge and warrant that for the Your use of the EWA Service, You or Your Employer are not on any of the following sanction lists:

- i. US Office of Foreign Assets Control (OFAC) sanctions list;
- ii. United Nations Security Council (UNSC) sanctions list;
- iii. Any list supervised by the Central Bank of Oman (“**CBO**”), the Financial Services Authority and the National Committee for Combating Money Laundering and Terrorism Financing under the authority of Royal Decree 30/2016 Issuing the Law of Combating Money Laundering and Terrorism Financing, inclusive of all and any subsequent legislation proceeding or connected to it;
- iv. Any list under the authority of the Financial Action Task Force; or

- v. Any list under the authority of the Royal Police of Oman.

3. USE OF THE EWA SERVICE

- 3.1 For the purposes of availing the EWA Service, You may submit a request for subscribing to the EWA Service on the Platform to allow You to withdraw Advance Amounts (up to the Advance Limit) using the Platform from time to time. The Platform may display the Advance Limit and other applicable information. In our sole discretion or at the request of Your Employer, we may limit the Advance Limit You can access through the Platform in order to comply with applicable law or for other reasons.
- 3.2 When you request access to the EWA Service through the Platform, You acknowledge and accept that Abhi may be required to verify Your identity in accordance with the applicable know-your-customer (“KYC”) process, as per the applicable law. You also authorize Us to make any inquiries We consider necessary to validate Your identity, including but not limited to Your Oman Civil ID number, phone number and email verification, and other information We deem necessary. If We are unable to verify Your identity, and other information provided to Us by You and/ or Your Employer, We can refuse to allow You to use the EWA Service. At the time of requesting access to the EWA Service through the Platform, You represent, warrant and confirm that you meet the Eligibility Criteria.
- 3.3 Subject to Our discretion, We reserve the right to reject any request for access of the EWA Service through the Platform at any time, based on Our sole discretion, even if You have previously been given access to the EWA Service or been provided any Advance Amounts by Abhi. For the avoidance of any doubt, Abhi reserves the right to decline, discontinue, revoke, prohibit, and restrict Your request for access of the EWA Service through the Platform at any stage at Abhi's sole and absolute discretion.
- 3.4 All withdrawals of the Advance Amounts using the Platform will be in Omani Rials only.
- 3.5 You will only have access to Your Salary from the Salary Cycle in which the establishment of Your account on the Platform occurs. For the avoidance of any doubt, Abhi reserves the right to decline, discontinue, prohibit, restrict or modify Your request for an Advance Amount or access to the Platform at any stage at Abhi's sole and absolute discretion. Further, You understand and

acknowledge that Your employer has the ability, at any time, to direct Abhi to restrict or amend Your access to the EWA Service.

4. FEE AND CHARGES

- 4.1 You shall pay the relevant Processing Fees for the EWA Service on time and in full according to the applicable KFS published by Abhi. The KFS shall be subject to change as published and notified by Abhi from time to time.
- 4.2 Abhi may modify the KFS for the EWA Service by sending announcements or issuing notices on Our Platform or through other verified channels, and You may choose whether to accept the modified KFS. If You refuse to accept the modified KFS, You may forthwith cease to use the EWA Service and give written notices to Us or Your Employer for termination of the EWA Service pursuant to relevant procedures.

5. RECOVERY OF REPAYMENT AMOUNT

- 5.1 Abhi shall extend the Advance Amounts pursuant to the EWA Service against the payment by You of the Processing Fee.
- 5.2 Once you have withdrawn the Advance Amount through the Platform, the Repayment Amount will be recouped by your Employer through payroll deduction taken from Your next Salary i.e. in the month succeeding the month You received or withdrew the Advance Amount through the Platform. Your Employer will deduct the Repayment Amount directly from Your Salary and settle it with Abhi.
- 5.3 If You continue to avail the EWA Service or otherwise owe Abhi any amounts, including the Repayment Amount, after You leave employment with Your Employer, You agree that Abhi shall have a first right and charge over Your Salary and all amounts due and payable to You upon termination of employment with Your Employer (including any statutory entitlements, bonuses (if applicable), and any benefits under the provident fund and/or gratuity fund) less any deductions (including but not limited to, any outstanding loans or advances, tax withholdings as per applicable laws, unfulfilled notice period adjustments) and any other amounts owed by You to Your Employer (the “**Final Settlement Amount**”), to settle any outstanding amounts due and payable to Abhi Your Employer will deduct the total amount already borrowed by You through the EWA Service as well

as any Processing Fees due to Us directly from Your Final Settlement Amount. In case such Final Settlement Amount is insufficient, You shall remain liable to pay any outstanding amount owed to Abhi.

5.4 Any amount credited to You by Abhi in response to Your request for any portion or all of the Advance Amount although a form of salary advance is also a loan to You. You will be deemed a defaulter and We may take action against You for the repayment of any such amounts that We are, for any reason at all, unable to recoup from Your employer, in accordance with the terms of these T&Cs.

5.5 You authorize Abhi to take any one or more of the following actions if Abhi has not received payment of the Repayment Amount on Your behalf from Your Employer after the due date:

(a) block (or cause the blocking of) Your account and access to the Platform;

(b) engage in debt collection activities; and

(c) report Your default to the Oman Credit and Financial Centre (“**Mala’a**”).

6. YOUR RESPONSIBILITIES, UNDERTAKINGS AND REPRESENTATIONS

6.1 You must notify us immediately through channels provided in the Platform if Your information changes, if You cease to be an employee of Your Employer or if You cease to meet the Eligibility Criteria.

6.2 You shall cease to use the EWA Service immediately upon ceasing to be an employee of Your current Employer or if You cease to meet the Eligibility Criteria.

6.3 If You believe that Your account on the Platform has been accessed or used without Your knowledge or consent, or that Your password has been fraudulently used, You shall contact Us immediately to block Your account and future transactions.

6.4 You acknowledge and agree that Your use of the EWA Service and the Platform, including information transmitted to or stored by Abhi, is governed by and in accordance with Our Privacy Policy as made available on <https://abhi.om/storage/2025/08/Abhi-Oman-Privacy-Policy.pdf>.

- 6.5 You will take all reasonable precautions to ensure the security of access to Your account on the Platform and must not, under any circumstances, allow any third party or any person to access or use Your account of the Platform for any purpose.
- 6.6 You will ensure that the SIM of the mobile number provided by You for use of the EWA Service is registered in your name.
- 6.7 We shall not be responsible for any unauthorized transaction as a result of negligence on Your part.
- 6.8 We shall not be held responsible for any service issue(s) faced by You due to mobile network portability (“MNP”) or mobile network unavailability.
- 6.9 You will not use the Platform or EWA Service in any way that will contravene any legal or regulatory provision, or in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these T&Cs or act fraudulently or maliciously in respect to your use of the EWA Service or the Platform.
- 6.10 Any penalties levied by any regulatory authority with regard to the use by You of the EWA Service shall be purely to Your sole account.
- 6.11 You acknowledge that the Platform consists of complex software that is never wholly free from defects, errors, glitches, viruses, malware and bugs and undertake not to hold Abhi or its Third Party Service Provider responsible for among other things, backend errors, the operation and availability of the systems used for accessing the EWA Service through the Platform. You further agree to repay, return and/or reimburse Abhi any extra amounts disbursed as a result of a system error, human error or technical glitch.
- 6.12 You shall not willfully destroy Your electronic devices, deactivate Your email address, or carry out other similar activities with the purpose of defrauding Abhi.
- 6.13 You shall not use the Platform in a manner that implies or promotes support or funding of, or membership in, a terrorist organization or proscribed person/organization.

- 6.14 You shall not infringe Our intellectual property rights or those of any third party (including Our Third Party Service Providers) in relation to Your use of the Platform, including the submission of any material (to the extent that such use is not licensed by these T&Cs).
- 6.15 If You become aware of any actual or threatened activity prohibited by these T&Cs, You shall immediately (a) take all reasonable and lawful measures within Your control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Platform and EWA Service); and (b) notify Abhi of any such actual or threatened activity.
- 6.16 You shall not use the Platform or the EWA Service in a way that could damage, disable, overburden, impair or compromise Our (or our Third Party Service Providers') systems or security or interfere with other users.
- 6.17 You undertake and confirm that compliance with these T&Cs and provision of the EWA Service shall be subject to Our internal policies, which may change from time to time, and the relevant circulars/ notifications of the CBO and other applicable regulatory authorities.

7. YOU AND YOUR EMPLOYER

- 7.1 By availing the EWA Service, You authorize Your Employer to withhold/ deduct from your Salary the Repayment Amount for payment to Abhi.
- 7.2 You acknowledge that Abhi determines Your Salary and Advance Limit based on information provided by Your Employer. In case of a dispute between You and Your Employer about the amount of Your Salary that it owes You, Abhi shall not be responsible, and You shall resolve such dispute directly with Your Employer. You must notify us of any dispute between You and Your Employer that effects Your use of the EWA Services or Platform.
- 7.3 You unequivocally and irrevocably agree that in the event of any dispute between You and Your Employer related to Your Salary or Final Settlement Amount payable to You by Your Employer upon You ceasing to be its employee, You will, as the borrower, bear the ultimate responsibility to settle the Repayment Amount due to Abhi.

- 7.4 You acknowledge and agree that the Employer may restrict or amend Your access to the EWA Service and the Platform during which period You may not be able to withdraw any Advance Amounts using the Platform;
- 7.5 You shall receive transaction alerts in real time for all Your transactions on the Platform and You consent to such alerts being visible or shared with your Employer.

8. OUR RIGHTS

- 8.1 Abhi may block or suspend the EWA Service if You or Your employer are found to be involved in any suspicious activity or an activity in violation of applicable laws. You are liable for actions as determined by Us which result in partial or complete suspension of Your account on the Platform.
- 8.2 We are authorized to make such disclosures in respect of Your account and transactions as may be required by any court order or competent authority or agency under the provisions or applicable laws and/or otherwise to safeguard the interests of Abhi.
- 8.3 Abhi shall have the right, but not the obligation, to monitor or investigate Your use of the EWA Service at any time for compliance with these T&Cs and applicable laws. Our determination of whether a breach of these T&Cs has occurred will be final and binding, and any action taken with respect to enforcing the provisions specified in these T&Cs, including taking no action at all, will be at Our sole discretion.
- 8.4 Abhi aims to ensure compliance with the guidelines, circulars and instructions issued by regulatory authorities, including the CBO. For this purpose, We may make changes to the Platform, these T&Cs, Our Privacy Policy and related documents from time to time.

9. OUR UNDERTAKING

- 9.1 We shall conduct all activities in a professional, ethical and orderly manner and shall ensure provision of quality services at all times with an objective to ensure that You have satisfactory user experience.

10. LIMITATION OF LIABILITY

- 10.1 Abhi shall be deemed to have acted properly and to have fully performed all the obligations owed to You, notwithstanding that any such request may have been initiated, sent, or otherwise communicated through the Platform in error or fraudulently, and You shall be bound by any such requests on which Abhi may act if Abhi has in good faith acted in the belief that such instructions were sent by You.
- 10.2 You accept that Third Party Service Providers shall not be liable or responsible to You for any transactions done via the Platform.
- 10.3 You acknowledge that the EWA Service may incorporate or integrate with third party intellectual property, including but not limited to, software, tools, or services belonging to Affiliates (including Third Party Service Providers) and other third parties (“**Third Party Intellectual Property**”). With regard to Third Party Intellectual Property, You agree and understand that: (i) Abhi does not claim ownership of or responsibility for such Third-Party Intellectual Property; (ii) Abhi is not responsible for, and expressly disclaims, any liability arising from any claim of infringement or misappropriation of rights related to Third Party Intellectual Property utilized for the EWA Service; and (iii) except as disclosed, Abhi makes no warranties or representations regarding the ownership or non-infringement of Third-Party Intellectual Property.
- 10.4 Abhi and its Third Party Service Providers shall not be liable for any disbursement made using Your information provided by Employer.
- 10.5 To the fullest extent permitted by law, Abhi shall not be liable for any damages, losses, or inconveniences caused by any Scheduled Maintenance or Unscheduled Downtime (*both defined below*). This includes, but is not limited to, loss of data, or inability to access the Platform or EWA Service.
- 10.6 Abhi will be responsible for any digital fraud as a result of security lapse, operational issues, technical issues in respect to the architecture of the Platform or any other malfunction of the Platform, provided the same is not caused due to any factor beyond Abhi’s reasonable control or due to unauthorized usage of the Platform by You. You may be entitled to compensation in accordance with these T&Cs, Abhi’s internal consumer protection policies and any applicable laws and regulations; however, any claim shall not exceed the total value of transactions in Omani Rials conducted by You in the preceding month.

10.7 Abhi shall not be liable for any loss (direct, indirect or consequential) if access to Your account on the Platform is gained to account through forgery, wiretap, theft or divulgence of password by You. You shall assume and bear sole responsibility for any loss in this regard.

10.8 We will not be liable to You due to any network disruption occurring at the cellular service provider end.

11. SCHEDULED MAINTENANCE AND UNSCHEDULED DOWNTIME

11.1 While We strive to ensure high availability of Our EWA Service, We do not warrant or guarantee uninterrupted access. The Platform and EWA Service are provided "as is" and "as available."

11.2 We may perform routine maintenance, updates, or enhancements to Our Platform and EWA Service ("**Scheduled Maintenance**"). Scheduled Maintenance is typically conducted during non-peak hours to minimize disruption to users. Whenever possible, We will provide advance notice of Scheduled Maintenance through email notifications, a notice on the Platform, or through other communication channels.

11.3 Occasionally, Our Platform or EWA Service may become unavailable due to unforeseen circumstances, including, but not limited to, system failures, cybersecurity incidents, or emergency maintenance ("**Unscheduled Downtime**"). We will take commercially reasonable efforts to resolve such issues promptly and restore service availability. However, we cannot guarantee uninterrupted access to the Platform or EWA Service. During Unscheduled Maintenance, a notice shall be placed on the Platform and/or an email or written notice shall be sent notifying You that there is an unscheduled outage and the expected duration.

12. INDEMNITY

12.1 You agree to and shall release from and indemnify Abhi against all claims, losses, damages, costs, and expenses howsoever arising in consequence of or in any way related to Abhi having acted or not acted in accordance with the whole or part of any of Your requests on the Platform for EWA Service.

12.2 You shall indemnify, defend, and hold harmless Abhi and its subcontractors and affiliates (including Third Party Service Providers), and each of their respective officers, directors, employees, agents,

successors, and assigns (each, an "**Abhi Indemnatee**") from and against any and all claims, damages, losses, fines and penalties incurred by such Abhi Indemnatee resulting from any action or claim by a third party to the extent that such losses arise out of or result from, or are alleged to arise out of or result from (a) use, processing and reliance on Your data and information by or on behalf of Abhi in accordance with these T&Cs; (b) Your breach of any of its representations, warranties, covenants, or obligations under these T&Cs; (c) fraud, negligence or more culpable act or omission (including recklessness or willful misconduct) by You or any of Your representatives in connection with these T&Cs; and (d) any unauthorized access to Your account on the Platform or any breach of security or any destruction or accessing of Your data or any destruction or theft of or damage to any of Your device.

13. **GRIEVANCE REDRESSAL MECHANISM**

Abhi is committed to ensuring a high level of customer satisfaction. To address any concerns or issues, We have established a grievance redressal mechanism designed to handle and resolve complaints efficiently.

Our Grievance Redressal Process includes the following steps:

Complaint Registration: You can submit Your complaints through the following channels:

- **Email:** care@abhi.om
- **Helpline:** +968 9660 5150

When lodging a complaint, please provide the following details:

- Your Name
- Your Mobile Number
- Your Email Address
- A brief description of the issue/complaint

Acknowledgment: You will receive confirmation of your complaint submission.

Investigation & Resolution: We will investigate Your complaint and make every effort to resolve it promptly. Please note that, occasionally, there may be delays due to the nature and complexity of the complaint.

Feedback: After the issue is resolved, You will be provided with relevant feedback or updates.

14. ENTIRE AGREEMENT AND VARIATIONS

- 14.1 These T&Cs constitute the entire agreement between You and Us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between You and Us, whether written or oral, relating to its subject matter.
- 14.2 You acknowledge that You do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not referenced or set out in these T&Cs.
- 14.3 Abhi reserves the right to amend these T&Cs at any time and may notify You of any such changes by sending an email notification, a notice on the Platform, or through other communication channels. All changes shall be effective upon such date as is notified by Abhi. The continued use of the EWA Service by You after any such changes to these T&Cs constitutes Your agreement to be bound by such changes. Abhi may terminate, suspend, change, or restrict access to all or any part of the EWA Service and the Platform without notice or liability at its discretion and/or where required by Your employer.

15. FORCE MAJEURE

Abhi shall not be in breach of these T&Cs nor liable for delay in performing, or failure to perform, any of its obligations under these T&Cs if such delay or failure results from events, circumstances or causes beyond Our control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

16. ASSIGNMENT

- 16.1 You shall not assign, transfer or novate any of Your rights and/or obligations under these T&Cs without the written consent of Abhi.
- 16.2 Nothing in these T&Cs grants You any right, title, or interest in or to (including any license under) any intellectual property rights in or relating to, the EWA Service, the Platform, Abhi's materials, or third-party materials and solutions, whether expressly, by implication, estoppel, or otherwise. All rights, titles, and interests in and related to the EWA Service and the Platform are and will remain

with Abhi and the respective rights holders in third-party materials and solutions.

17. SET OFF

Unless otherwise provided in these T&Cs, Abhi shall have the right, at any time, without notice to You, to offset from any amounts due and payable from Abhi to You, any claims, costs, charges, and expenses that are due and payable from You to Abhi and which are not the subject matter of a dispute between Abhi and You.

18. ELECTRONIC TRANSMISSION

These T&Cs, and any amendments hereto shall be treated as accepted by virtue of You availing the EWA Service and shall be considered in all manners and respects as an original contract between You and Abhi for the use of the EWA Service through the Platform and shall be considered to have complete and legal binding effect. You shall not argue that a contract was not formed hereunder based on either: (i) the use of electronic means to indicate acceptance of these T&Cs; or (ii) the fact that no physical signature for the acceptance of these T&Cs was transmitted; and You forever waive any related defense.

19. SEVERANCE

If any provision of these T&Cs is determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn. If a narrower construction would avoid such invalidity, illegality, or unenforceability, or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of these T&Cs shall remain in effect.

20. NO PARTNERSHIP OR AGENCY

Except as contemplated, these T&Cs shall not be construed as creating any partnership, joint venture, agency or similar relationship between You and Abhi (or its Third Party Service Providers). All rights, duties, obligations, and liabilities of Abhi and You shall be separate and individual and not several or joint. You have no authority to act as an agent for Abhi or bind Abhi in any way.

21. GOVERNING LAW

These T&Cs shall be interpreted and construed in accordance with the laws of the Sultanate of Oman and subject to the jurisdiction of Omani courts.